



Summer 2015

Dear Parent/Guardian,

Please be sure to pick up the Summerscape Parent Camp Information Packet in addition to this one. It highlights our camp rules and contains additional forms necessary to register and attend camp. This packet contains all the field trip waivers for grades 7-9.

On behalf of the staff, we would like to extend a warm welcome and thank you for choosing Summerscape's Teen Adventure Camp for your child's summer vacation. We are very excited that your child is joining us for another fun-filled summer. We have been working hard to enhance last year's program by planning more trips, some which are out-of-state. Campers will be going on field trips as outlined in our brochure every day except Wednesdays and talent show week, where they will reside at camp and follow our scheduled activities.

Attached to this packet are all the waivers that need to be filled out for this summers field trips. All waivers must be turned in at time of registration.

- If you know that your child will not be able to attend a trip with a waiver just put their name on it and *write on the top not attending*.
- When turning in these waivers please remember to include all pages of the waiver even though they may not require a signature. If all pages of the waiver are not included they are not considered valid, therefore your child will not be able to attend that trip.

*If your child is missing a waiver s/he will not be able to attend that trip and you will have to come pick them up.

If you should have any further questions, please contact the Parks & Recreation office (860) 258-2772 or feel free to contact me directly via E-mail.

Sincerely,

A handwritten signature in blue ink, appearing to read "Erica Cahill".

Erica Cahill

Teen Adventure Camp (Grades 7-9)

ecahill@rockyhillct.gov



STAC Cell Phone Policy:

Hello STAC Campers and Parents,

The purpose of this letter is to clarify our STAC Cell Phone Policy. Campers are allowed to have their cell phones on them during our trips (Monday, Tuesday, Thursday, and Friday). We encourage campers to bring their cell phones so they can get in contact with their parents when we leave GMS and get to our destination, and vice versa. Counselors will let all campers know when they can take their phones out to text parents. Cell phones are also encouraged during our field trips so campers can take pictures and make memories with their friends. When we go on out-of-state field trips campers can listen to music on their phones.

Under **NO** circumstances can campers use social media. If they are found using social media sites on their phone, we will take it for the remainder of the day and return it when we get on the bus to head back to GMS.

On Wednesdays, when we stay at GMS for the day, campers are not allowed to have their cell phones out at all. This has been a Summerscape policy for several years. Counselors will take away any visible cell phones, call parents to inform them, and the phones will be placed in our safe box located in the camp office.

If parents need to get into contact with their child at anytime they can call the camp office at (860)258-7785.

I _____ have read this cell phone policy and agree to abide by it.
Camper name

_____ (camper signature)

_____ (parent signature)

EMPOWER Leadership Sports & Adventure Center

PARTICIPANT AGREEMENT, ACNOWLEDGEMENT OF RISK, WAIVER, INDEMNITY, HOLD HARMLESS AND RELEASE FROM LIABILITY

DESCRIPTIONS OF ACTIVITIES

EMJAY Enterprises, LLC d/b/a EMPOWER Leadership Sports & Adventure Center (hereinafter "EMPOWER") provides various environmental education, team-building and outdoor-based adventure activities including:

Zip Lines: High cable traverses which allow riders zip through the upper forest canopy along a pulley system suspended on a mounted cable. This requires the use of safety harnesses which attaches to a removable trolley. Riders are challenged to confront a fear of heights, speed and face the risk of new challenges.

Sky Bridges/Cargo Net/Multi-Vine: Walkways high up in the forest canopy consisting of planking supported by steel cables. Participants wear safety harnesses attached to safety lanyards clipped to the overhead steel cables.

Scavenger Hunt: A "Survivor" type activity taking place in the woods, where participants are required to utilize a compass and map, search for clues and ultimately accomplish a mission by communicating, working together, and thinking outside the box.

Tree Climb: An "on rope" activity consisting of ascending and moving around in the crown of the tree derived from rock climbing. Use of a rope, helmet and harness are the minimum requirements to ensure the safety of the climber.

Rappelling: A descent of a vertical surface (platform or tree) by sliding down a belayed rope that is passed through a device that provides friction, typically while facing the surface and performing a series of short backward bounds to control the descent.

Leadership Obstacle Course: A training course filled with obstacles physical in nature, that must be negotiated speedily by participants undergoing training or that are participants in a race. These obstacles are team problem solving activities where team work and communication improve the participant's chances of expedient movement through the course.

Such outdoor-based adventure activities (hereinafter, "activities") will be led by staff trained to guide participants toward their desired outcomes. All equipment will be fitted and checked by staff, progress throughout the tour will be closely monitored by guides and all equipment transfers will be performed by guides or by participants under close supervision of a guide.

Participants must be reasonably fit and able to climb to the upper forest canopy and may be required to pull themselves along a stretch of cable if they should lose momentum before reaching any given landing platform.

PARTICIPATION REQUIREMENT

I confirm that I participate in the activities willingly and voluntarily. I confirm that I am physically and mentally capable of participating in the activities and in using the equipment and I agree to fully comply with all stated and posted rules, guidelines and policies set forth by EMPOWER.

Initial

ACKNOWLEDGMENT OF RISK

I acknowledge that my participation at this facility and in the activities in which I am about to partake is voluntary and that such participation entails significant elements of risk, including unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. I understand that this can result in accidents and/or illness, including, but not limited to: Cuts, scrapes, wounds, abrasions, rope burn and or contusions; sprains, torn muscles and/or ligaments; fractured or broken bones; eye damage, dehydration, oxygen shortage, sickness; head and/or spinal injuries; insect bites; allergic reactions; shock, paralysis and/or death.

I understand that such risks cannot be eliminated without jeopardizing the essential qualities of these activities. I also understand that I can cease exposure to such risks by choosing not to partake in the activities or by otherwise withdrawing from such activities at any time.

I acknowledge that the guides, instructors and facilitators have difficult jobs to perform and that although they seek safety, they are not infallible. I am aware that they may give inadequate warning or instruction and that the inherent and other risks of the activities that I am about to perform may be increased by my own fitness or ability levels, by weather or other environmental conditions, by equipment malfunction, structural failure and other unforeseen factors that may affect my overall safety.

I acknowledge that the property on which these activities take place include their own inherent and other risks including, but not limited to, rocky and wooded terrain with potentially harmful plants and animals, including snakes and other creatures which may bite or sting.

Initial

WAIVER, DEFENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND RELEASE OF LIABILITY

In consideration for the privilege of participating in the activities provided by EMJAY, I state as follows:

I understand the inherent and other risks in the activities provided by EMPOWER which I will engage. I fully assume all risks, even if due to the NEGLIGENCE of EMPOWER and/or its affiliates, principals, directors, officers, agents, members, managers, employees and volunteers or any land owner upon whose property the activity is conducted. I also assume the risk for accidents or injury caused by my own negligence, or the negligence of any of my fellow participants with whom I am taking part in such activities; whether such negligence is comparative or contributory.

On behalf of myself, my heirs, assigns, successors, executors, administrators and legal representatives, I hereby voluntarily agree, to release, indemnify, defend and hold harmless EMJAY, its affiliates, principals, directors, officers, agents, members, managers, employees and volunteers, and each and every land owner, municipal and/or government agency upon whose property and activity is conducted (hereinafter, "Released Parties") from and agree not to sue them for, any and all claims, demands, or causes of action, which are in any way connected with my enrollment or participation in the activities in which I partake or spectate or my use of any of the equipment or facilities or premises, including claims of NEGLIGENCE on the part of the Released Parties.

On behalf of myself, my heirs, assigns, successors, executors, administrators and legal representatives, I hereby voluntarily agree to release and agree that I will not sue the Released Parties for money damages for personal injury, possible death or property damage sustained by me while using the facilities and equipment even if due to the NEGLIGENCE of the Released Parties.

I accept responsibility for any expenses that may be incurred for any illness or injury that may result from my participation including cost of evacuation, hospitalization, and medical treatment and any sums payable to anyone by reasons of any injury or loss of life that I may sustain through my participation in such activities and for all expenses associated with the defense of any such claims. I understand that this indemnification means that I accept responsibility for paying any costs, including attorney's fees, which may be due for claims made against the Released Parties.

Initial

HEALTH/MEDICAL TREATMENT AUTHORIZATION

I certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

I hereby authorize any medical treatment deemed necessary in the event of any injury or illness to myself for which I am responsible while partaking in any activity.

Initial

GENERAL PROVISIONS

I agree that this agreement constitutes the entire agreement of the parties and superseded any contracts, agreement or understanding (oral or written) of the parties with respect to the subject matter hereof.

I agree that this agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflict of law or rules of the state. I further agree that any legal action arising from my participation in the activities shall be filed in Middlesex County, Connecticut.

I agree that in the event that any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Initial

USE OF IMAGE

I hereby consent to the use of my image by EMPOWER for any and all purposes, including, without limitation or compensation: Video, still photographs, publication and any trade or advertising purposes, providing such uses are not made as to constitute a direct endorsement of any product or service.

Initial

PARTICIPANT INFORMATION

(MUST BE COMPLETED FOR ALL PARTICIPANT(S))

Name of Participant: (Print Clearly) _____ Date of Birth: _____ Weight: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

Emergency Contact: _____ Phone Number: _____

Emergency Contact's Relationship to Participant: _____

Check In
on
Facebook



By signing this document, I acknowledge that I may be found by a court of law to have waived my right to a lawsuit against the Released Parties on the basis of any claim herein from which I have released them.

I HAVE HAD THE SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE CAREFULLY READ AND UNDERSTOOD IT AND AGREE TO BE BOUND BY ITS TERMS.

Participant's Signature: (Over 18 years of age) _____ Date: _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

I, _____ (parent/guardian name), the parent/guardian of _____ (Minor's name) whose date of birth is ____/____/____ give permission for my child to participate in the activities and utilize the equipment and facilities provided by EMPOWER. I have reviewed the terms of the above Agreement and, as parent/guardian, accept its terms. I have discussed the terms of the above Agreement with my child and am assured by my child that he/she understands the Agreement and has also freely accepted its terms. I agree to fully release, indemnify and hold harmless the Released Parties from any claims which I may have and, to the fullest extent allowed by law, to release the Released Parties on behalf of my child for any claim(s) that my child may have. I further agree to indemnify and hold harmless the Released Parties from any and all claims which are brought by, or on behalf of the above stated minor and which are in any way connected with such use or participation by the above stated minor.

I HAVE HAD THE SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT AND AGREE THAT MYSELF AND MY MINOR CHILD ARE TO BE BOUND BY ITS TERMS.

Parent/Guardian's Signature: _____ Date: _____



Assumption of Risk, Waiver of Liability, And Indemnification Agreement (Connecticut)

Nature of the Activity: Launch Trampoline Park, LLC (hereafter referred to as LTP) is a trampoline park which offers clients the opportunity to participate in a number of trampoline-related physical activities. These activities can help produce many benefits for the client – including pleasure, opportunity for competition, improved physical fitness, more attractive appearance, more energy, greater enjoyment of life, and many health benefits. However, while there are many benefits to trampolining, LTP feels it is important that the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN knows that trampoline activities are active and vigorous and, consequently, involve some risks of injury that are inherent to the activity. *While it is impossible to eliminate all risk and possibility of injury*, LTP 1) has designed the facility with safety as a prime concern 2) requires participants to listen to court rules prior to jumping, 3) provides instruction in some activities, 4) provides general supervision of activities, 5) has developed rules and policies that focus on safety, and 6) has greatly reduced the major traditional hazard of trampoline jumping (striking a hard surface or the floor). The ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN should also be aware that there are risks involved in observing. Trip and falls, collisions when too close to the trampoline areas, and falls from the viewing deck are among the risks to the spectator.

Some of the activities available at LTP include: General Trampoline Jumping, Dodgeball, Basketball Dunking, Obstacles, Foam Pit Jumping, and Aerobics. *Inherent risks* of LTP activities might be divided into two types – the first of which is those risks inherent in any trampoline jumping (e.g., landing wrong; colliding with other participants; landing on another participant; over-exertion; attempting flips that are beyond participant's capacity; landing on a hard surface or the wrong trampoline; unexpected failure of the equipment [including, but not limited to, trampoline surface, attachments, and padding]; flipping, running, or bouncing off walls; double bouncing [more than one person on a trampoline], creating a rebound effect causing injury; erratic behavior of other participants; and supervisory or judgment error by supervisory staff [including error in judging the ability of participants and failure to anticipate developing situations]. The second type of inherent risk is those risks related to the specific trampoline activities offered (e.g., dodgeball, aerobics, obstacles, basketball). These include, but are not limited to, being struck in the face or head by the ball; over-exertion; landing wrong in relation to an obstacle; and striking a backboard or goal.

LTP feels that it is important that the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN understands the three types of injuries that can occur. First is the common Minor Injury. This type includes, but is not limited to, muscle strains and sprains, bruises, abrasions, and contusions. The second type of injury is the Serious Injury. Examples of serious injuries are broken bones, ligament and joint injuries, concussions, and eye injury (including loss of vision in an eye). These are infrequent, but can and do occasionally occur. The third type of injury is the Catastrophic Injury. Some examples of catastrophic injury are brain injury; spinal cord and back injuries that may result in permanent disability and/or paralysis; heart attack; and death. Even though the occurrence of such an injury is unlikely, LTP management and staff feel that the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN should be aware of all possibilities.

Assumption of Inherent Risks: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN have read the above paragraphs and know that LTP trampoline activities contain inherent risks which vary with the activity. I understand the demands of those activities relative to my physical condition and skill level, and I appreciate the types of injuries that may occur as a result of LTP activities and their potential impact on my well-being and lifestyle. I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.

Waiver of Liability for Ordinary Negligence: In consideration of permission to use the LTP property, facilities, and services, today and on all future dates, I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, on behalf of myself, my spouse, my heirs, personal representatives, and assigns [hereafter referred to as *Releasing Parties*] do hereby release, waive, discharge, and covenant not to sue LTP, its owners, directors, officers, employees, volunteers, independent contractors, equipment providers, and agents [hereafter referred to

Launch

as *Protected Parties*] from liability from any and all claims arising from the ordinary negligence of LTP or the *protected parties*.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in LTP activities (including, but not limited to, instruction, individual trampoline play, trampoline competition, classes, observation, individual use of facilities or equipment, shower/locker room area, and all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification Agreement: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, agree to hold harmless, defend, and indemnify LTP and *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of the *Releasing Parties* arising from my injury or loss due to my participation at LTP (including claims arising from the inherent risks of LTP activities and those arising from the ordinary negligence of LTP or *Protected Parties*).

I further agree to hold harmless, defend, and indemnify LTP and *Protected Parties* (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation at LTP (including claims arising from the inherent risks of LTP activities and those arising from the ordinary negligence of LTP or *Protected Parties*).

Mediation and Arbitration: In the event any dispute arises, I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, agree to engage in good faith efforts to mediate a settlement. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation at LTP shall be submitted to **binding arbitration** in accordance with the applicable rules of the American Arbitration Association then in effect.

Clarifying Clauses:

- 1) I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN, confirm that this agreement **supersedes any and all previous oral or written promises or agreements**. I understand that this is the entire agreement between me and LTP and cannot be modified or changed in any way by representations or statements by any agent or employee of LTP.
- 2) I also understand that if legal action is brought, the appropriate **trial court for the County of Kent in the State of Rhode Island has the sole and exclusive jurisdiction** and that only the substantive laws of the State of Rhode Island shall apply.
- 3) I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by **the laws of the State of Rhode Island** and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

In order for LTP to more effectively provide for the safety of the participant, LTP asks ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN to help us by certifying the following: I, the ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN

(Capability Assertions)

- possess a sufficient level of skill and physical fitness for safe participation in LTP trampoline activities.
- have no health problems that would make participation in LTP trampoline activities unwise.
- acknowledge that LTP encourages each client to get medical clearance prior to participation.
- acknowledge that it is the participant's duty to inform staff and cease exercise immediately if he/she feels any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.

(Behavior Agreements)

- agree to attempt only activities that I feel I am capable of performing safely.
- agree to stay in areas that will not place me in undue danger.
- agree to obey all safety rules and alert the staff to any rules violations or dangerous behavior of co-participants.
- acknowledge that the provider may need to end my participation if I present a danger to myself or others.

(Emergency Authorizations)

- authorize LTP to administer emergency first aid, CPR, and use an AED when deemed necessary by LTP.
- authorize LTP to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by LTP and I agree to assume all costs of emergency medical care and transportation.

Launch

(Use of Images)

- give permission to LTP to use any photographs, images, or likenesses taken of me in its marketing brochures, ads, videos, or other media.

Acknowledgment of Understanding: I, the **ADULT PARTICIPANT OR MINOR PARTICIPANT & PARENT/GUARDIAN**, have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and **fully understand** its terms. I understand that I am **giving up substantial rights**, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability** due to 1) **ordinary negligence** by LTP and the *Protected Parties* or to 2) the **inherent risks** of LTP activities, to the greatest extent allowed by law in the State of Rhode Island. *Further, I, the Parent/Guardian, assert that I have explained the risks of the activity to my minor son or daughter and that he or she understands this Agreement.*

_____		If Participant is a Minor, Parent/Guardian Must Complete the following:	
Name of PARTICIPANT (Print)	Date	_____	_____
_____		Name of Parent/Guardian #1	Signature of Parent/Guardian #1 Date
Signature of PARTICIPANT		_____	_____
		Name of Parent/Guardian #2	Signature of Parent/Guardian #2 Date
		Parent's Driver's License Number _____	
Emergency Contact Person _____		Phone _____	Mobile _____

BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC

Participant's Name: _____ Emergency Contact: _____
 Address: _____ Emergency Phone #: _____
 City, State, Zip: _____ Scuba Divers #: _____
 Telephone Number: _____ Type of Certification: _____
 E-mail address: _____ Certifying Agency: _____

☐ Add me to the Brownstone Park e-mail list so I can receive news and special offers from the park.

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS & ARBITRATION AGREEMENT

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") operated by **BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC** (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the inherent risks of participating in the Programs;
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE PROGRAMS;** and
- c) **TO RELEASE** the Host, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the Programs, which include, but are not limited to, the instruction received while participating in the Programs.

Arbitration

The Participant hereby agrees to submit any dispute arising from participation in the Programs to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the Programs. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in West Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. **In the event that the Panel determines the alleged injury arises from a risk inherent in the Participant's participation in the Programs, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Host.** In the event that the Panel determines the alleged injury did not arise from a risk inherent in the Programs, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial *de novo*.

Photography/Videography Release

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs and video of Participant** in connection with Participant's participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host's equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, _____ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Connecticut, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____

Brownstone Exploration and Discovery Park
161 Brownstone Ave, Portland, CT 06480
T: 866-860-0208 F: 860-342-5017



Acknowledgment of Risk and Release of Liability

Climbing & Rappelling

The New Haven Parks Recreation and Trees, (hereinafter referred as *New Haven Parks & Recreation*), undertakes to elaborate an itinerary, to provide a climbing leader to guide the group, and to arrange for travel services and accommodations (when deemed necessary). It is understood that *New Haven Parks & Recreation* shall not be liable for any delay, mishap, inconvenience, expense, irregularity, property loss or damage, bodily injury or death, however arising, caused by the negligence, default, act, or omission of any person or company providing guiding services, travel services or accommodations arranged by *New Haven Parks & Recreation*. *New Haven Parks & Recreation* reserves the right to substitute other suppliers of arranged services, and to alter the itinerary when deemed necessary or advisable.

CANCELLATION BY PARTICIPANT

We require written notice of cancellation, which is effective upon receipt by us. A charge will be levied as follows: 15 or more days prior to event -\$20; 14-8 days prior to event-50% of the total price; 01-7 days prior to event -100% of the total price. These cancellation charges may be waived by *New Haven Parks & Recreation* in its sole discretion upon a showing of extreme circumstances beyond the participant's control.

CANCELLATION BY NEW HAVEN PARKS AND RECREATION

Event cancellations are a matter of last resort. If *New Haven Parks & Recreation* must cancel an activity due to insufficient participation, insurmountable logistical problems, or any other reason, its liability to the participant is limited solely to a refund of all payments received, which shall release *New Haven Parks & Recreation* from any further liability.

CHANGE OF ITINERARY

New Haven Parks & Recreation reserves the right to make any activity changes if the need should arise due to unforeseen circumstances. The kind of climbing trips offered by *New Haven Parks & Recreation* requires participants to be flexible and prepared for alternatives. The itinerary is an indication of what the event will cover rather than a contractual obligation. If the event leader/guide determines it is best to deviate from the activities previously arranged for, he/she will make reasonable efforts to substitute an activity of comparable interest and satisfaction to the event participants. However, once the activity has commenced there will be no refund for any unused portion of the program, whether the participant decides not to continue, a planned climb is canceled, or the entire activity is cut short due to circumstances beyond our control.

MEDICAL CARE

All applicants with medical problems must make them known to us. The leader/guide has the right to disqualify anyone at any time from certain activities, if he/she has reason to believe that the person is not capable of safely participating in the activity or completing the climb. *New Haven Parks & Recreation* makes no representation that there will be a doctor on any particular trip, and we assume no liability whatsoever regarding provision of medical care. If a participant is injured or becomes ill, *New Haven Parks & Recreation* may, at participant's cost, arrange or supply medical treatment, evacuation, or other emergency services.

AUTHORITY OF LEADER/GUIDE

Let the activity leader/guide know of any problems or dissatisfaction; he/she will usually be able to remedy the situation. If a change of itinerary or objective is necessary, he/she will ordinarily consult with the participants. However, on matters related to the safety and proper conduct of the activity, the leader's/guide's decision is final.

AUTHORITY OF LEADER/GUIDE (CONT)

New Haven Parks & Recreation accepts no responsibility for a participant who breaks the laws or regulations of any state visited, whose behavior is judged detrimental to the safety or welfare of others. Such a person may be excluded from further participation on *New Haven Parks & Recreation* events.

PARTICIPANT'S RESPONSABILITY

Participant's responsibilities include: selecting a climb appropriate to their interests and climbing skills; determining that they are in sufficient health and fitness to undertake the particular activity; bringing appropriate clothing and equipment. Participants are responsible for the fate of any personal belongings they choose to bring along.

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of *New Haven Parks & Recreation*, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "*New Haven Parks & Recreation*"), I hereby agree to release and discharge *New Haven Parks & Recreation*, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1- I acknowledge that rappelling, rock climbing, ice climbing and/or mountaineering entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I also understand the possibility of accident in remote places without medical facilities and its consequences.

The risks include, among other things: hazards of walking on uneven terrain; being struck by rockfall, icefall, or other objects dislodged or thrown from above; the use of safety ropes and equipment; rappelling off routes; falling because of improperly placed gear, improperly tied knots, improperly buckled harnesses, and equipment failure; the forces of nature (including lightning, weather changes, and avalanches); the risks of falling off the rock, mountain or into a crevasse; the risk of exposure to insect bites; the risk of exposure to cold (including hypothermia and frostbite), my own physical condition, and the physical exertion associated with this activity.

Furthermore, "*New Haven Parks & Recreation*" guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2- I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3- I, _____ do hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless *New Haven Parks & Recreation* from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of *New Haven Parks & Recreation's* equipment or facilities, including any such claims which allege negligent acts or omissions of *New Haven Parks & Recreation*.

4- Should *New Haven Parks & Recreation* or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5- I certify that I have adequate insurance to cover any injury or damage I might cause or suffer while participating, or else I agree to bear the cost of such damage or injury myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume -and bear the cost of- all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against *New Haven Parks & Recreation* on the basis of claim from which I have release them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.

Signature of participant: _____ Print name: _____
Address: _____ City: _____
State: _____ ZIP Code: _____ Phone: (____) _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by *New Haven Parks & Recreation* to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless *New Haven Parks & Recreation* from any and all claims which are brought by, on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian

Print Name

Date



City of Bristol
BRISTOL, CONNECTICUT 06010

PINE LAKE CHALLENGE COURSE

and Adventure Programming
Bristol Youth Services

441 Emmett Street (course) or 51 High Street (office)
Bristol, CT 06010
Telephone: (860) 314-4690

Week #4



DISCLOSURE:

Pine Lake Challenge Course (PLCC) programs involve a variety of activities that often include warm-ups, games, group initiative problems, low and high ropes elements, and other potentially rigorous physical adventure activities. The level of participation in every program activity is *"challenge by choice"*, meaning the choice whether to participate or not and the level of that participation is up to the individual participant. As with any physical activity there is an element of risk, which must be assumed by each participant. Though the Course is inspected regularly and is facilitated by experienced trainers, there is the possibility that a participant may suffer an emotional injury, and/or serious physical injury, resulting in permanent disability or death. Each participant voluntarily assumes the risk of such injury.

Please fill out all five (5) sections (3 pages)

****For you or your child to participate this form must be complete, signed and dated****

This form must be filled out completely and returned to the Bristol Youth Services Department before participating in Challenge Course activities.

1. Participant Information:

A. Name _____ Gender M F
Participant's Grade _____ Date of Birth _____ Email: _____
Parent or Guardian _____
Participant's Address _____
Street _____ Apt _____
City _____ State _____ Zip _____
Home Telephone _____ Cell _____ Business _____
B. In case of emergency whom should we contact?
Name _____ Relationship _____ Telephone _____
C. Health/accident insurance
Name of company _____ Policy Number _____

2. Program Sponsor or Organization

A. Program Name: _____ Program Leader: _____

3. Photo/media release (Optional) :

I, _____, grant to the Pine Lake Challenge Course and persons acting for or through them, the right to use, reproduce, assign, and/or distribute photographs, films, videotapes and sound recordings of myself or my child, for use in materials they may create.

Reminder: Dress appropriately for the weather and the activities.
Wear comfortable footwear: no big heels or sandals.
PLCC is a smoke-free, alcohol-free, and drug-free program.

4. Medical Information:

1. Do you have any limiting physical disabilities or handicaps (temporary or permanent)? (Circle Yes or No)

No Yes If yes, identify and explain _____

2. Do you have any of the following conditions:

No Yes Seizure within the past year

No Yes Do you have diabetes?

If yes, please indicate (circle one): insulin dependent OR non-insulin dependent

No Yes Neck, back shoulder, knee or ankle problems

No Yes Pregnancy (SEE BELOW, DR'S NOTE IS REQUIRED)

No Yes High blood pressure or heart condition

No Yes Abnormally high cholesterol level or medication for Lipid abnormality

No Yes Coronary artery by-pass / angioplasty

No Yes Unexplained chest pain / pressure, shortness of breath, heart palpitations, sweats, or exertional dizziness or faint spells

No Yes Do you smoke?

NOTE: If yes to any of the above, explain and complete "Physician Consultation" section at bottom.

3. No Yes Currently taking medication (prescribed or otherwise, e.g. cold medicine)

If yes, state what you are taking, and for what conditions _____

4. No Yes Allergies, reactions to medications, any other medical limitations?

If yes, identify and explain _____

5. No Yes Allergic to bee stings?

No Yes If yes, did you bring an epipen or your own medication?

6. Please indicate which statement best describes how often you exercise:

_____ little or no exercise on a regular basis

_____ occasional exercise 1 or 2 times per week

_____ vigorous exercise (e.g., 20 minutes of running, fast walking or equivalent 3 times per week or more

5. Physician Consultation:

- If you have checked yes above, or if you have three or more of these risk factors; diabetes, smoking, sedentary life style, overweight,, have a family history of heart disease or are over age 45. We strongly recommend that you consult with your physician prior to participating in a PLCC program or other strenuous physical activity.
- If you are pregnant, PLCC requires a letter from a doctor explaining what level of participation is appropriate. If you are more than 20 weeks pregnant you can not wear a climbing harness, you may be involved in other activities.
- If you or your physician require more information about activities in any PLCC program, contact us at (860) 314-4690

YES NO In preparation for this PLCC program I have consulted with my Physician:

If "Yes" please initial your response:

_____ I have been advised that I may participate fully in the program without limits.

_____ I have been advised that I should not participate in the PLCC program.

_____ I have been advised that I may participate in the PLCC program, but should avoid certain

activities. Please provide an explanation and additional information. _____

6. Release and indemnity agreement:

I understand that part of the Bristol Pine Lake Challenge Course may be physically and emotionally demanding.

I, or my child (*child's name*) _____ affirm that my (her/his) health is good, and that I (she/he) am (is) not under a physician's care for any undisclosed condition that bears upon my (her/his) fitness to participate in Pine Lake Challenge Course (PLCC) activities.

I recognize the inherent risk of emotional injury and/or serious physical injury, resulting in permanent injury or death, associated with the utilization of and/or participation in the Bristol Pine Lake Challenge Course activities sponsored by the Bristol Youth Services during the period of:

(Program Date(s) or Duration): _____

(Rain Date): _____

at PLCC or other location _____

In consideration for the privilege of participating in the Bristol Pine Lake Challenge Course, the undersigned hereby agrees that:

1. I fully assume all risks associated with utilization of and participation in the Bristol Pine Lake Challenge Course, even if due to the negligence of the City of Bristol, its agents, servants or employees.
2. I hereby release, and agree that I will not sue, The City of Bristol, its agents, servants and employees, and all of its departments, boards, commissions and agencies, including the Bristol Youth Services and its staff members from all liability should injury to me or my child occur during participation in Bristol Pine Lake Challenge Course even if caused by the negligence of the City of Bristol, its agents, servants or employees.
3. I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, agree to defend, indemnify and hold harmless the City of Bristol, its agents, servants and employees, and all of its departments, boards, commissions and agencies, including the Bristol Youth Services and its staff members from any and all claims, suits or demands by anyone arising from my or my child's use of or participation in the Bristol Pine Lake Challenge Course, even if caused by the negligence of the City of Bristol, its agents, servants, or employees. I certify by my signature that I have read this document carefully and fully understand the risks involved with the Bristol Pine Lake Challenge Course participation and wish to continue in my participation.
I further understand that by signing this agreement I am giving up substantial legal rights. I have not been induced to sign this agreement by any promise or representation, and I sign it voluntarily and of my own will.
4. Should an injury or accident occur, I grant permission for (Son/daughter) _____ to receive necessary emergency treatment by licensed or certified medical personnel at the nearest medical facility.

PARENT OR GUARDIAN:

This is to certify that I, as parent or guardian with legal responsibility for this participant, do hereby consent and agree to his or her release as set forth above, and for myself, my heirs, assigns, successors, executors, administrators, and legal representatives, agree to defend, indemnify and hold harmless the City of Bristol, its agents, servants, and employees, and all of its departments, boards, commissions and agencies, including the Bristol Youth Services and its staff members from any and all claims, suits or demands by anyone arising from said participants use of the Pine Lake Challenge Course facilities and equipment including claims of negligence on the part of the City of Bristol, its agents, servants or employees.

*1. _____ / / (All participants INCLUDING MINORS, must sign here)
Participant Signature Date

2. _____ / /
Parent / Guardian Signature (if participant is under 18 years of age) Printed name Date

*All participants must sign #1;

Participants under 18 must also have a Parent or Guardian sign #2.

IN ORDER TO PARTICIPATE IN THE PROGRAM ALL FORMS MUST:

- BE SIGNED AND INCLUDE THE DATE OF SIGNING
- HAVE THE PROGRAM DATE(S) AND THE RAIN DATE(S)
- THIS THREE PAGE FORM CAN NOT BE ALTERED WITH OUT CLEARANCE FROM THE CITY OF BRISTOL

Storrs Adventure Park

Week 4

Please fill out the Storrs Adventure Park Waiver online

<https://www.smartwaiver.com/w/53166bec8b242/web/>

PARTICIPANT AGREEMENT**(Including assumption of risks and agreements of release and indemnity)**

Please read this document carefully. It must be signed by all adult (eighteen years and older) participants in the amusements and activities offered by the gyms identified below (the "gym" or "gyms"). If the participant is a minor, at least one parent or legal guardian (parent and guardian being referred to in this document as "parent") must sign, as evidence of their agreement to these terms and conditions, for themselves and on behalf of the minor participant. "Participants" as used in this Agreement refers to persons engaged in the activities, non-staff members observing or assisting the activities, and persons otherwise on the premises of the gym or other activity site whose agreement to these terms is required by management of the gym.

Participant's Name: _____ Birth Date _____

Full address: _____

Telephone _____ Cell _____ Other _____

Email Address (optional) _____

Emergency Contact: _____ Telephone _____

In consideration of being allowed to participate in the amusements and activities offered by the gyms I, an adult participant, or parent of a minor participant (for myself and on behalf of that minor participant), acknowledge and agree as follows:

This Agreement applies to activities offered by five gyms in Connecticut and Massachusetts and owned, respectively, by the following: Central Rock Gym Cambridge, LLC (127 Smith Place, Cambridge, MA); Central Rock Gym Glastonbury, LLC (259 Eastern Blvd., Glastonbury, CT); Central Rock Gym Watertown, LLC; (74 Acton St. and 5 Waltham St., Watertown, MA); Central Rock Climbing Gym, LLC (299 and 250 Barber Ave., Worcester, MA), and Central Rock Gym Hadley, LLC (165 Russell St., Hadley, MA). Outdoor climbing sites are located on public lands in Massachusetts and New Hampshire. **No gym is responsible for the acts or omissions of or at another gym, and disputes, if any, must be resolved only with the gym at which, or on whose remote climbing event, an alleged loss occurs.**

Activities and Risks

Activities and amusements offered by the gyms include, but not exclusively: rock climbing, at the gyms and at remote outdoor locations, including bouldering, top roping, lead climbing and speed climbing; transportation to remote climbing sites and walking (including street crossings, to nearby second locations of certain of the gyms); slack lining; dry tooling; rope climbing; use of fitness equipment, use of weight rooms, classes in climbing, yoga, zumba, tabata, foam rollers, campus board, pilates, spinning, and strength and conditioning; rope swings, crate stacking, dodgeball, NERF guns, food services and simply moving about the gym and remote climbing sites.

Participants share the responsibility for managing the risks of the activities, supervised or not, including not participating in an activity for which they feel they are not qualified or which includes harmful conditions. Participants must follow all gym policies, rules, and regulations. I acknowledge that gym staff is, and has been, available, to answer any questions about the nature and physical demands of the activities and their risks. If I am a parent of a participating minor, I have explained these responsibilities to my minor child or ward.

Risks of the gym activities include, among others, the following: (1) misuse of the climbing walls, equipment or facilities; (2) falls and abrupt and possibly harmful contact with persons, structures and objects (fixed and moveable), including climbing walls, ropes, flooring and other surfaces; (3) failure of the facilities, climbing walls, holds, harnesses, auto belays and exercise, fitness and other equipment; (4) mental or physical health problems of participants and others; (5) lack of training and conditioning; (6) carelessness and misjudgements, including negligence, of participants and gym staff, by improperly belaying and otherwise failing to follow proper procedures, instructions and operating policies; (7) injuries associated with activities in and about the outdoors, including hiking over sometimes uneven terrain, falling timber and rocks, harmful plants and animals and the forces of nature; (8) camping activities, including the use of cooking stoves and moving about the campsite; and (9) accidents and illnesses, including allergic reactions, occurring in remote places where emergency medical care may be significantly delayed; and (10) accidents while being transported to remote sites or walking to nearby gym sites.

These and other risks are inherent in the activities of the gym; that is, without them, the activity would lose its value and appeal and vigorous participation would be discouraged. These and other risks can result in losses to participants, including property damage, bodily injury, permanent disability, paralysis, and even death.

Assumption of Risks

If I am an adult participant or Parent, I hereby acknowledge the risks described above and their inherency, and that other risks, known and unknown, inherent and otherwise, may be encountered. I expressly Assume all the risks, known and unknown, inherent or not, and whether or not described above, of enrolment or participation in an amusement or activity of the gym, the use of its equipment and facilities, or otherwise moving about the premises of the gym and remote sites and transportation to or walking to activity sites. If I am the Parent of a minor participant, I have discussed the activities, responsibilities and risks with the minor child who understands and accepts them.

Central Rock Gym

Release and Indemnity

I, an adult participant or parent (parent agreeing for himself or herself and on behalf of a minor child or ward who is a participant), to the maximum extent allowed by law hereby agree to release and discharge Central Rock Gym Cambridge, LLC, Central Rock Gym Glastonbury, LLC, Central Rock Gym Watertown, LLC, Central Rock Gym Worcester, LLC, and Central Rock Gym Hadley, LLC and their ("Released Parties") from all claims, liabilities and losses asserted by or on behalf of me or the minor participant in any way arising from or connected with my, or the minor's, enrolment or participation in an activity of the gym, the use of its equipment and facilities, or otherwise moving about the premises of the gym and remote sites and transportation to or walking to activity sites. I understand that in signing this document, I surrender my, and the child's, right to make a claim or file a lawsuit against a Released Party for personal injury, property damage, wrongful death, products liability or any other theory, to the maximum extent allowed by law.

I further agree to hold harmless and indemnify (that is, defend and pay or reimburse) the gym and the other Released Parties from any claim and from any liability, loss, damages or expenses (including attorneys' fees) resulting from 1) a claim brought by a co-participant, rescuer or any other person for loss or damage caused by my, or the minor participant's, acts or omissions; and 2) a claim brought by any member of my or my minor child's family in any way arising out of my or the minor's enrollment or participation in an activity of the gym, the use of its equipment and facilities, or otherwise moving about the premises of the gym and remote sites and transportation to or walking to activity sites.

These agreements of release and indemnity include loss, damage or expense claimed to have been caused in whole or in part by the negligence of a Released Party, but not gross negligence or intentionally wrongful conduct.

Additional Provisions

If I am an adult participant or Parent, I acknowledge and agree to the following additional provisions:

Medical: The gyms do not have medical personnel or treatment available to visitors. I hereby authorize and grant permission to the gym to secure emergency medical treatment for myself or, if my minor child or ward is the participant, for the child. Neither I nor the child has any emotional or physical condition which would cause me, him or her to be a danger to ourselves or to others. I am, or the child is, covered by medical health insurance sufficient to provide for any medical costs that may be incurred, and in any event I agree to be responsible for such costs.

Media Release: I consent to the reproduction and use by the gym of photographs, videos and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes. I release the gym and other Released Parties from liability for any violation of any personal and/or proprietary right I or the child may have in connection with such reproduction or use.

Dispute Resolution: I, for myself and for the child, agree to engage in good faith efforts to mediate any dispute that might arise between me or the minor child and a Released Party. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims between the parties will be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect I agree that any dispute between a Released Party and a participant or Parent will be governed by the substantive laws (not including laws which might apply the laws of another jurisdiction) of the State (Connecticut or Massachusetts) where the gym is located from whose activities, including remote climbing, the claim arose. Any mediation or arbitration shall take place only in that state, and in the County in which the gym is located or in the next nearest county in which a court of competent jurisdiction is located.

This Agreement, which consists of this and the previous page (obverse), will apply to my, or the child's, participation in activities at all the gyms identified above, for the current and for all future visits, until cancelled in writing by me or expired pursuant to the provisions of state law.

I have carefully read, understand and voluntarily sign this Agreement and acknowledge that it shall be effective and binding upon me, my minor child or ward who is a participant, and my, or the child's, family, heirs, executors, administrators and representatives. I agree that if any portion of this Agreement is held by a court of competent jurisdiction to be invalid, the balance of this Agreement shall continue in full force and effect.

Participant Signature	Date	Print Name
-----------------------	------	------------

Parent or Guardian Signature	Date	Print Name
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Nomads Outdoor Adventure

Participant Agreement

(Including assumption of risks and agreements of release and indemnity)

Please read this document carefully. It must be signed by all adult participants (eighteen years and older) in the climbing and zip line activities at Nomads Outdoor Adventure ("the Park"). If the participant is a minor (younger than eighteen years of age), at least one parent or legal guardian (parent and guardian being referred to in this document as Parent) must also sign, as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor participant. If the minor is not accompanied by a parent or guardian, the signature of either must be verified by a photo copy of that person's valid driver's license. In the absence of a parent or guardian, or the verified signature of either, another adult accompanying and responsible for the minor participant on the premises of the Park must sign. **IMPORTANT:** This "Other Responsible Adult" agrees to protect the Park and others from claims of the minor child, as set forth at the "Release and Indemnity" and "Additional Provisions" sections, below.

In consideration of the services of South Windsor Entertainment, LLC, a Limited Liability Company organized and existing under the laws of the State of Connecticut I, an adult participant, parent of a minor participant (for myself and on behalf of that minor participant) or "other responsible adult" understand, acknowledge and agree as follows:

Activities and Risks

The Park consists of more than 75 platforms installed in trees and connected by various configurations of cable, wood and rope to form bridges and zip lines over which participants will move at heights of up to 65 feet. Park activities are self-guided and require balance, agility, focus and strength in varying degrees as one moves through the course. Degrees of difficulty are indicated by a color code.

Participants share the responsibility with staff for compliance with safety procedures, including the use of a safety harness. Harnesses must not be removed or loosened – for any reason – and staff must be notified if a harness loosens or safety clips do not function as expected. Before engaging in the activities, participants must read and understand all instructions, posted or otherwise conveyed, receive specific training in using the harness and other safety equipment, and understand and accept the risks involved. The Park may deny or terminate participation at any time in its sole discretion.

Among the hazards and risks of the activities and use of the premises and equipment of the Park are the following: falls and abrupt and possibly harmful contact with other persons, structures and objects (fixed and moveable); carelessness and misjudgments on the part of participants and the staff of the Park, including by failing to follow proper procedures, instructions and the operating policies; the failure of structures and equipment; and the unpredictable forces of nature. Participants may experience an increased heart rate and other symptoms of anxiety and stress due to, among other things, heights, physical exertion and reliance on others. Injuries may include breaks, sprains, strains, bruises and other contusions and in extreme cases emotional upset, anxiety and even death. These risks are inherent in the activities and premises of the Park; that is, without them the experience would materially change and lose its value and appeal. The description of risks above is not complete and other unknown or unanticipated risks may be encountered.

PRINT NAME OF CLIMBER: _____

Assumption of Risks, Release and Indemnity

I hereby acknowledge that these risks exist and are inherent to the activities. I expressly assume all the risks of enrollment and participation in the activities, inherent and otherwise and whether or not described above. If I am the Parent of a minor participant, or an "other responsible adult", as described above, I have discussed the activities and

Nomads

risks with the child, who chooses to participate nevertheless. If I am an adult Participant or the Parent of a minor Participant, for myself and to the extent allowed by law, on behalf of the minor child,

I further agree to indemnify (that is, defend and protect), release and agree not to sue South Windsor Entertainment, LLC, dba Nomads Outdoor Adventure its owners, members, officers and staff ("Released Parties") with respect to any loss or injury I, or the child, may suffer in connection with my or the child's enrollment or participation in the activities and moving about the premises on which they are conducted, including claims of negligence (but not of gross negligence or intentionally wrongful conduct) of a Released Party. If I am an "other responsible adult", I agree to the indemnity described above, with respect to claims of the child.

Additional Provisions

I, an adult participant or parent, understand and agree that the Park does not have medical personnel or treatment available to Participant. I hereby authorize and grant permission to the Park to secure emergency medical treatment for Participant, if necessary. I represent that the participant has no medical or health condition which might cause him or her to be a danger to himself or herself, or to others. I agree to be responsible for all costs of medical care, including transportation, for myself, or the child. Participant is covered by adequate medical health insurance to provide for any medical costs that may be incurred.

Any dispute between a Released Party and participant, parent or other responsible adult will be governed by the substantive laws of the State of Connecticut (not including laws which might apply the laws of another jurisdiction), and any mediation or suit shall take place only in that state. I will pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by me, or by or on behalf of the minor participant, if the claim or suit is withdrawn or to the extent a court or mediator determines that the Released Party is not responsible for the claimed injury or loss.

I consent to the reproduction and use by the Park of photographs, videos and other images and sound recordings of me, or the minor, without compensation, for advertising or other purposes; and I release the Park and other Released Parties from liability for any violation of any personal and/or proprietary right I or the child may have in connection with such reproduction or use.

This agreement, which consists of this and the preceding one page, will apply to my, or the child's, participation in activities at the Park, until and including November 30, 2014.

If any term or provision of this Agreement is held by a court or proper jurisdiction to be illegal, unenforceable or in conflict with any governing law, the validity of the remaining portions of the Agreement shall not be affected thereby.

Participant's Name _____, Age(if minor)_____, DOB _____

Email: _____

Emergency Contact: _____, Emergency/Cell Phone: (____) _____

Name of Parent or Other Responsible Adult Signing below:

(Print) _____ Date: _____ Signature: _____

BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC

Participant's Name: _____ Emergency Contact: _____
 Address: _____ Emergency Phone #: _____
 City, State, Zip: _____ Scuba Divers #: _____
 Telephone Number: _____ Type of Certification: _____
 E-mail address: _____ Certifying Agency: _____

☐ Add me to the Brownstone Park e-mail list so I can receive news and special offers from the park.

ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS & ARBITRATION AGREEMENT

In consideration of being allowed to use the facilities and participate in programs and events ("Programs") operated by **BROWNSTONE EXPLORATION & DISCOVERY PARK, LLC** (the "Host"), the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- a) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the inherent risks of participating in the Programs;
- b) **TO ASSUME ALL RISKS INHERENT IN PARTICIPATING IN THE PROGRAMS;** and
- c) **TO RELEASE** the Host, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the Programs, which include, but are not limited to, the instruction received while participating in the Programs.

Arbitration

The Participant hereby agrees to submit any dispute arising from participation in the Programs to arbitration, for the sole purpose of determining whether the alleged injury arises from a risk inherent in the Programs. For such disputes, there shall be a three-member arbitration panel, consisting of two party-appointed arbitrators (one arbitrator to be appointed by each party) and one neutral arbitrator (collectively, the "Panel"), to be chosen by the party-appointed arbitrators. In the event that the two party-appointed arbitrators are not able to agree on a third, neutral arbitrator, the neutral arbitrator shall be appointed by the United States District Court, for the District of Connecticut. Each party shall pay its own costs, including the costs associated with the party-appointed arbitrators, and the parties shall share equally the costs associated with the neutral arbitrator. The arbitration proceeding shall proceed in West Hartford, Connecticut and shall be governed by the Federal Rules of Evidence. The Panel shall establish a reasonable and appropriate discovery schedule to expeditiously resolve this matter. **In the event that the Panel determines the alleged injury arises from a risk inherent in the Participant's participation in the Programs, the claim shall be deemed barred, as a matter of law, and the Participant shall be barred from recovering any compensation from the Host.** In the event that the Panel determines the alleged injury did not arise from a risk inherent in the Programs, the Participant shall proceed to the Superior Court of Connecticut, or if appropriate, the United States District Court, for the District of Connecticut, for a trial *de novo*.

Photography/Videography Release

Participant hereby grants to the Host, its representatives, and employees the right to take **photographs and video of Participant** in connection with Participant's participation in the Programs. Participant hereby authorizes the Host to copyright, use, and publish the same in print and/or electronically. Participant hereby agrees that the Host may use such photographs and video of Participant for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Personal Responsibility

The Participant certifies that he/she has no physical or mental condition that precludes him/her from participating in the Programs and that he/she is not participating against medical advice.

If helmets are recommended for use while participating in the Programs, and Participant chooses not to wear a helmet, he/she does so at his/her own risk and accepts full responsibility for any injury that results.

The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Host's equipment and location before any participation.

The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Host.

I, _____ (parent/legal guardian), hereby agree that I will explain to my child that the risk of injury while participating in the Programs can be reduced by following the rules and through the use of *common sense* and *good judgment*.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the State of Connecticut, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: _____

Date: _____

Parent/Guardian Signature: _____

Date: _____

Brownstone Exploration and Discovery Park
161 Brownstone Ave, Portland, CT 06480
T: 866-860-0208 F: 860-342-5017